

EXHIBIT C

Declaration of Benjamin Ringel

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:) Chapter 11
BCR PINEWOOD REALTY LLC,)
Debtor.)
)

**DECLARATION OF BENJAMIN RINGEL IN SUPPORT OF APPLICATION OF
DEBTOR BCR PINEWOOD REALTY LLC FOR AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF GLENN AGRE BERGMAN &
FUENTES LLP AS COUNSEL *NUNC PRO TUNC* TO SEPTEMBER 7, 2023**

I, Benjamin Ringel, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information and belief:

1. I am a managing member of BCR Pinewood Realty LLC, the debtor and debtor-in-possession (the “Debtor”) in the above-captioned Chapter 11 case.
2. I submit this declaration (the “Declaration”) pursuant to pursuant to section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”) in connection with the Debtor’s Application¹ for entry of an order authorizing the Debtor to retain and employ Glenn Agre as its counsel *nunc pro tunc* to September 7, 2023.
3. Except as otherwise stated in this Declaration, I have personal knowledge of the facts as set forth herein. I am authorized to submit this Declaration on behalf of the Debtor.
4. On September 7, 2023 (the “Petition Date”), the Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

The Debtor is the owner of a residential apartment complex, commonly known as Pinewood Apartments, located at 1609-15 Monmouth Avenue, Lakewood, New Jersey 08701 (the “Property”). The Debtor is authorized to continue to operate its business and manage the Property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in the Chapter 11 Case.

THE DEBTOR’S SELECTION OF GLENN AGRE AS COUNSEL

5. The Debtor selected Glenn Agre as counsel after careful deliberation based on, among other things, Glenn Agre attorneys’ experience and knowledge in debtor’s and creditors’ rights, in business reorganizations and liquidations under Chapter 11, their expertise, experience, and knowledge in the area of bankruptcy law, their ability to respond quickly to emergency hearings and other emergency matters in this Court, and for the reasons further stated in the Application.

6. Additionally, Glenn Agre was retained by the Debtor prior to the commencement of the Chapter 11 Case to advise on a potential restructuring. As a result of Glenn Agre’s prepetition work on behalf of the Debtor, Glenn Agre has acquired a strong understanding of the Debtor’s capital structure and gained insight into the current condition of the Debtor’s business, management, assets, and liabilities. In addition, Glenn Agre also has performed services to prepare and file the Chapter 11 Case for the Debtor. Based on the foregoing, I believe that Glenn Agre is both well qualified and uniquely able to represent the Debtor in these Chapter 11 Cases in an efficient and timely manner.

COST SUPERVISION

7. As a managing member of the Debtor, I or those working for me, monitor the

invoices submitted by our outside counsel. Glenn Agre has informed the Debtor that they intent to charge the Debtor for legal services rendered in the Chapter 11 Case at Glenn Agre's normal hourly billing rates in effect at the time the services are rendered. Glenn Agre has confirmed that the Firm's hourly billing rates are the same for both bankruptcy and non-bankruptcy clients. It is my understanding that Glenn Agre reviews and adjusts its hourly billing rates on an annual basis. Glenn Agre has advised me that it will inform the Debtor of any adjustments to the existing hourly billing rate structure.

8. The Debtor will work with Glenn Agre to develop a prospective budget and staffing plan. The Debtor will work with Glenn Agre to periodically review and, if necessary, amend the budget and staffing plans to reflect developments in the Chapter 11 Case. The Debtor will also review Glenn Agre's invoices and any applications for payment of fees and reimbursement of expenses that it submits to the Court. In addition, Glenn Agre's fees and expenses will be subject to review, comment, objection (if warranted), and Court approval pursuant to any procedures that may be established by the Court in the Chapter 11 Case.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: September 22, 2023
New York, New York

BCR PINEWOOD REALTY LLC

By: */s/ Benjamin Ringel*
Benjamin Ringel
Co-Managing Member